



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
**F-1.**

MEETING DATE	2020-06-23 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	F. OFFICE OF ACADEMICS
DEPARTMENT	CTACE

<b>Special Order Request</b>	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>Time</b>	
<b>Open Agenda</b>	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

**TITLE:**  
Agreement between the School Board of Broward County, Florida and Blue Cross and Blue Shield of Florida, Inc. D/B/A Florida Blue

**REQUESTED ACTION:**  
Approve the Agreement between the School Board of Broward County, Florida and Blue Cross and Blue Shield of Florida, Inc. D/B/A Florida Blue. Contract Term: Beginning with the execution of the contract through June 15, 2023. The agreement may, at the sole discretion of the SBBC be renewable for two (2) additional one (1) year periods upon written agreement in writing approved by both parties. At the end of the last renewed term this agreement may be renewed, at the sole discretion of the SBBC.

**SUMMARY EXPLANATION AND BACKGROUND:**  
Florida Blue Partners in Education for Business Success (PEBS) program would like to partner with the SBBC to create an office space on the Dillard High School Campus for Dillard High School students to work in an on-the-job training type of experience as part-time employees of Florida Blue. This agreement has been reviewed and approved as to form and legal content by the Office of General Counsel. See continuation of summary explanation.

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction     Goal 2: Safe & Supportive Environment     Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
There is no financial impact to the District.

**EXHIBITS: (List)**  
(1) Continuation Summary (2) Executive Summary (3) Florida Blue Agreement

**BOARD ACTION:**  
**APPROVED**  
(For Official School Board Records Office Only)

<b>SOURCE OF ADDITIONAL INFORMATION:</b>	
Name: James Payne	Phone: 954-612-6753
Name: Brian King	Phone: 669-500-2170

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
Senior Leader & Title

Daniel Gohl - Chief Academics Officer

Signature  
*Daniel F. Gohl*  
6/10/2020, 9:26:21 AM

Electronic Signature  
Form #4189 Revised 07/25/2019  
RWR/ DG/JP/mm

Approved In Open Board Meeting On: **JUN 23 2020**  
By: *Donna Gohl*  
School Board Chair

## EXECUTIVE SUMMARY

Below is an executive summary for an agreement between the SBBC and Blue Cross and Blue Shield of Florida, Inc. D/B/A Florida Blue. Florida Blue Partners in Education for Business Success (PEBS) program would like to partner with the SBBC to create an office space on the Dillard High School Campus for Dillard High School students to work in an on-the-job training type of experience as part time employees of Florida Blue.

Agreement	Blue Cross and Blue Shield of Florida, Inc. D/B/A Florida Blue
Status	New Agreement
Funds Requested	0
Financial Impact Statement	There is no financial impact to the SBBC
Schools Included	Dillard High School
Managing Department/School	Dillard High School Principal, with the Career, Technical, Adult and Community Education Department (CTACE)
Source of Additional Information	James Payne, Curriculum Supervisor 954-612-6753 Brian King, Curriculum Supervisor 669-500-2170
Project Description	<p>Florida Blue Partners in Education for Business Success (PEBS) program would like to partner with the SBBC to create an office space on the Dillard High School Campus for Dillard High School students to work in an on-the-job training type of experience as part time employees of Florida Blue. Florida Blue will interview and hire the needed quantity (generally 25 per-year) of junior or senior students that have been selected by the school staff, based on a minimum GPA and good standing with the school. Students will be paid minimum wage (or more) for all hours worked including training. Students will be trained in the claims intake process and entering data into the Florida Blue System.</p> <p>Florida Blue will utilize space on the Dillard Campus for the office. Any space renovations necessary to create a business environment will be approved and supervised by the SBBC Facilities department and will be paid for by Florida Blue.</p>
Evaluation Plan	Florida Blue Partners in Education for Business Success (PEBS) program has experience with this high school program at a Jacksonville, FL high school. Many of the students participating in this on-the-job training in Jacksonville have continued as Florida Blue employees after high school graduation, either in a full-time capacity or in a part-time capacity as they pursue post-secondary education. Florida Blue provides a full-time manager to train and assist the student employees in success.
Research Methodology	Blue Cross and Blue Shield of Florida has maintained a corporate office in Jacksonville Florida since 1980. The Florida Blue Partners in Education for Business Success (PEBS) was developed in 2001 and has been a great success for young people in both high school and college programs. Florida blue has secured many highly qualified employees that continue with the organization based on the years of success with the community program.

## Summary Explanation and Background

Florida Blue will interview and hire the needed quantity (generally 25 per year) of junior or senior students that have been selected by the school staff, based on a minimum GPA and good standing with the school. Students will be paid minimum wage (or more) for all hours worked. Students will be trained in the claims process and entering data into the Florida Blue System.

Florida Blue will utilize space on the Dillard Campus for the office. Any space renovations necessary to create a business environment will be approved and supervised by the SBBC Facilities department and will be paid for by Florida Blue.

## AGREEMENT

THIS AGREEMENT is made and entered into as of this 23<sup>rd</sup> day of June, 2020, by and between

### THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

### BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE

(hereinafter referred to as "Florida Blue"),  
whose principal place of business is  
4800 Deerwood Campus Parkway, 107  
Jacksonville, Florida 32246

**WHEREAS**, SBBC wishes to partner with business and industry to ensure our students are career and college ready, with real life job skills, and paid internship experiences; and

**WHEREAS**, Florida Blue Partners in Education for Business Success ("PEBS") program would like to partner with SBBC to create an office space on the Dillard High School campus ("school facility") for Dillard High School students to work in an on-the-job training type of experience as part time employees of Florida Blue.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

#### ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon the execution of all parties and shall conclude on June 15, 2023; and may, at the sole discretion of SBBC, be renewable for two (2) additional one (1) year periods upon written upon an updated amendment to this Agreement in writing approved by both parties. At the end of the last renewed term, this Agreement may be renewed, at the sole discretion of the SBBC.

2.02 **Florida Blue Responsibilities.**

(a) **PEBS On-the-Job Training Program.**

- 1) Florida Blue shall train certain students selected to process medical insurance claims throughout the term of this Agreement. This training will take place at Dillard High School (hereinafter "Dillard High School") in the Media Center or other designated space at Dillard High School at the discretion of the Principal. After training, the students will perform the work duties in the newly created school facility space or other designated space at Dillard High School at the discretion of the Principal.
- 2) At the commencement of the term of this Agreement, Florida Blue shall interview and hire the Dillard High School students that have been selected by the school; and shall pay the district students minimum wage (or above) for all hours worked, including training time. Florida Blue will notify students of interview appointment time. Florida Blue will conduct interviews at Dillard High, in the media center, afterschool hours 3:00pm – 5:00pm. Students will be notified of internship offer contingent of successful completion of required application process Florida Blue will notify Dillard High School in the event a student becomes ineligible for the internship.
- 3) At the commencement of the term of this Agreement, Florida Blue shall have an on-site supervisor and/or senior advisor staff in the school facility during operation hours of 7:30 a.m. until 5:00 p.m. Monday through Friday. Florida Blue's corporate holidays, wherein Florida Blue will not have an on-site supervisor and/or senior advisor staff in the school facility, are as follows: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Florida Blue may designate the workday immediately preceding or following Christmas day as a corporate holiday; and must notify Dillard High School in writing. Florida Blue shall not operate the PEBS On-the-Job Training Program outside of the above designated operation hours and days. Florida Blue may request, in writing, to the Principal (or designee) of Dillard High School to operate the PEBS On-the-Job Training Program outside of the above designated operation hours and days.
- 4) Florida Blue shall provide insurance coverage for Worker's Compensation, PEBS room contents, and liability throughout the term of this Agreement. Florida Blue shall provide insurance for any damage to the structure and/or surrounding buildings or Campus infrastructure during renovation and during occupancy of the SBBC facility. Florida Blue shall provide employee liability coverage for all of its employees while working at the Dillard High School site during designated work hours.

- 5) Within thirty (30) calendar days of the date of an invoice submitted to Florida Blue from Dillard High School, Florida Blue shall reimburse Dillard High School for security, facilities personnel, or administrative personnel required (at the discretion of the Principal) during non-school hours while Florida Blue is operating the PEBS On-the-Job Training Program (including days when the schools are closed). Dillard High School will coordinate student schedules within the PEBS On-the-Job Training Program operation hours.
- 6) Florida Blue shall perform any and all actions necessary to comply with child labor and employment laws and labor and employment laws.

(b) Equipment and Furniture. Florida Blue shall provide and pay for all equipment and furniture to create a business environment in the space provided by SBBC. Such equipment shall include, but not be limited to technology equipment and software. Florida Blue shall obtain prior approval from SBBC and the Dillard High School Principal for any and all furniture and equipment selections. Florida Blue shall also provide external signage and security equipment needed to access facility, and shall provide supplies necessary to manage an ongoing operation, a telephone for supervisor's use, monthly charges for telecommunications, and telecommunication lines necessary for networking.

(c) Improvements.

- 1) Florida Blue shall pay for any and all renovations necessary to create a business environment in the space provided by SBBC. These Improvements will be supervised by the SBBC Facilities department personnel.
- 2) SBBC reserves the right to review all specifications and plans for permanent modifications to the school facility and issue appropriate permits and conduct inspections. The authority to grant approval of proposed Improvements is hereby delegated by the SBBC collectively to both the SBBC's Executive Director, Capitol Programs and the Chief Building Official. Should approval not be granted, Florida Blue may cancel this Agreement as indicated in section 3.05 of this Agreement..
- 3) Within forty-five (45) calendar days of the effective date of this Agreement, Florida Blue shall submit to the school Principal and SBBC Facilities department a detailed list of proposed construction improvements. Florida Blue shall prepare and submit plans to both the SBBC's Executive Director, Capitol Programs and Chief Building Official for review and consideration of approval. Such plans must comply with all State of Florida Building Code Requirements, Florida Fire Protection Code and State Requirements for Educational Facilities (SREF) as applicable, and any other requirements imposed by applicable law. All plans must be approved by the SBBC's Executive Director, Capitol Programs and Chief Building Official prior to construction of the Improvements. Within one hundred twenty (120) calendar days of the effective date of this Agreement, Florida Blue



shall complete all construction on the improvements for the new PEBS On-the-Job Training Program classroom.

- 4) Florida Blue shall immediately notify SBBC of any Improvements placed on school campus without prior written approval of SBBC as to location and type and shall immediately remove or relocate such Improvements, within ninety (90) calendar days of written demand by SBBC, or sooner as determined solely by SBBC, unless the parties otherwise agree that such Improvements can remain; and if so, this Agreement shall be amended to reflect the use and responsibility of the Improvements.
- 5) As required by SBBC, before the commencement of the Improvements on the SBBC school facility, the Florida Blue shall require the engaged contractor to furnish a surety payment and performance bonds that guarantee the completion of the Improvements and the performance of the work necessary to complete the improvements, as well as full payment of all suppliers, material men, laborers or subcontractors employed to provide services to complete the Improvements. The Florida Blue shall require the contractor, by contract, to deliver a copy of the surety bond to the Florida Blue. Such bonds shall remain in effect for one (1) year after completion of the improvements. The Florida Blue shall require contractor, by contract, to correct any defective or faulty work or materials that appear after the completion of the improvements within the warranty period of such work performed.
- 6) Florida Blue shall pay directly for any renovations needed to the identified facility space. Florida Blue shall be solely responsible for all contractual obligations to the contractor it hires to construct the improvements.
- 7) Any permanent modifications made by Florida Blue to the school facility shall be owned by SBBC.
- 8) If this Agreement is terminated by either party, Florida Blue shall, at SBBC's sole discretion restore the facility space at Dillard High School to a condition acceptable to the Principal of Dillard High School to allow for the school's use, if needed (as determined by the Principal).

2.03 **SBBC Responsibilities.** The identified school will recruit qualified students each year (students who maintain a 2.5 GPA, who are a rising junior or senior, in good standing with no behavioral issues), to interview for the positions that are open in the Florida Blue office. Routine maintenance and housekeeping is proved by SBBC personnel. The school will coordinate necessary personnel needed to open the school on non-normal school days/hours. The Principal will have the ability to close the facility due to emergency or extenuating circumstances (such as, but not limited to severe weather and utility service interruption).

**2.04 No SBBC Disclosure of Education Records.**

(a) Although no student education records shall be disclosed pursuant to this Agreement, should Florida Blue come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

(b) Subsequent to Dillard High School's acceptance of a Dillard High School student into the PEBS On-the-Job Training Program, Dillard High School will provide the student with a consent form in substantially the format attached as in **Attachment A**.

(c) Florida Blue shall solely be responsible for obtaining written consent as outlined in **Attachment A** directly from the student's parent/guardian or student age 18 or older.

(d) Florida Blue shall not make any request(s) to any SBBC personnel for any student education records.

**2.05 Inspection of Florida Blue's Records by SBBC.** Florida Blue shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of Florida Blue's Records related to this Agreement, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Florida Blue's Records relate to this Agreement from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Florida Blue pursuant to this Agreement. SBBC's agent or its authorized representative shall provide Florida Blue with reasonable advance notice (not to exceed (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the Florida Blue's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. . Florida Blue shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

**2.06 Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue



Fort Lauderdale, Florida 33301

With a Copy to: Principal, Dillard High School  
The School Board of Broward County, Florida  
2501 NW 11 Street,  
Fort Lauderdale, FL 33311

To Florida Blue: Mark Kuca, Director of Claims Operations  
4800 Deerwood Campus Parkway, DCC3-5  
Jacksonville, FL 32246

2.07 **Background Screening.** Florida Blue shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Florida Blue or its personnel providing any services under the conditions described in the previous sentence. Florida Blue shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Florida Blue and its personnel. The parties agree that the failure of Florida Blue to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Florida Blue agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Florida Blue's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.08 **Public Records.** Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party

acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

2.09 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) **By SBBC.** SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) **By Florida Blue.** Florida Blue agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the PEBS on-the-job training program (including, but not limited to the construction and operation), or the products, goods or services furnished by Florida Blue, its agents, servants or employees; the equipment of Florida Blue, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Florida Blue or the negligence of Florida Blue's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Florida Blue, SBBC or otherwise.

2.10 **Insurance Requirements.** Florida Blue shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** Florida Blue shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** Florida Blue shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** Florida Blue shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. Florida Blue shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by Florida Blue to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit Florida Blue to remedy any deficiencies. Florida Blue must verify its account information and provide contact information via the link provided by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured with respect to General Liability and Automobile Liability.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. Florida Blue is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.11 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.12 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC

shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.13 **Incorporation by Reference.** Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.



3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon forty-five (45) calendar days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.



3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

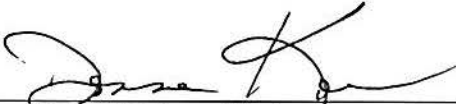
**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.




(Corporate Seal)

**FOR SBBC:**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Donna P. Korn, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams,  
Esq. - kathelyn.jacques-  
adams@gbrowardschools.com  
Reason: Blue Cross and Blue Shield of Florida,  
Inc. d/b/a Florida Blue - PEBS On-the-Job  
Training Program at Dillard High School 6-12  
Date: 2020.06.09 11:26:25 -04'00'

Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

FOR FLORIDA BLUE

(Corporate Seal)

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE

ATTEST:

By [Signature]  
VP - Claims Ops & PEO

\_\_\_\_\_, Secretary

-or-  
[Signature]  
Witness

[Signature]  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Nassau

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6/9/2020 (date) by Howard P. O'Neil (name of officer or agent, title of officer or agent) of Florida Blue (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is  personally known to me or has produced FLDL (type of identification) as identification and who  did/did not first take an oath this 9 day of June, 2020

My Commission Expires:



[Signature]  
Signature - Notary Public

Brittany Vance  
Printed Name of Notary

July 2, 2022  
Notary's Commission No.

# Attachment A

## **Consent for Dillard High School Student to Participate and Provide Eligibility Information in the Florida Blue Partners in Education for Business Success (“PEBS”) Program\***

Name of Student: \_\_\_\_\_

School: Dillard High School 6-12

SBBC is partnering with business and industry to ensure our students are career and college ready, with real life job skills, and paid internship experiences; and

Florida Blue Partners in Education for Business Success (“PEBS”) program has partnered with SBBC to create an office space on the Dillard High School campus (“school facility”) for Dillard High School students to work in an on-the-job training type of experience as part time employees of Florida Blue.

I consent for my child to be a part of the PEBS program and for my child to directly provide the following eligibility information to Florida Blue:

1. Student’s first and last name
2. Name of school
3. Confirmation that student has a minimum grade point average (GPA) of 2.5 (as required to enroll in the PEBS On-the-Job Training Program).

\_\_\_\_\_  
Parent/Guardian or Student 18 or over

\_\_\_\_\_  
Date

*\* Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue shall solely be responsible for obtaining written consent as outlined in this consent form.*